

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government Of Nashville And Davidson County, hereinafter referred to as the "Grantee," is for the provision of supporting the implementation of the 2015 – 2025 Solid Waste and Materials Management Plan objective 6 goals to increase awareness of the public in solid waste management, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Title VI Certification. The Grantee shall submit a Title VI survey and Title VI Training Verification to the State provided to the Grantee by the State, or by using the forms posted on the State's Title VI web page within thirty (30) days of contract execution and before requesting Grantee's first payment.
- A.3. Project Pre-Implementation Meeting. The Grantee shall attend a mandatory pre-implementation project review meeting wherein the State shall review with Grantee the grant contract, expectations, and contract scopes. The State shall explain and present on accountability for attaining said expectations. Grantee shall not commence any work on project before attending said meeting.
- A.4. Permissible Exceptions. The Grantee shall put forth the best effort to meet deadlines and deliverable expectations. Should it be necessary, the State may alter and modify deadlines and deliverable expectations so long as there is no major impact to the general scope of services and final deliverables. The Grantee shall request the alteration or modification in writing due to unforeseen circumstances. Approval from the State must be in writing and certified prior to extending or modifying milestones in the scope of services.
- A.5. Planning and Project Development. The Grantee shall perform all approved activities related to the grant project as described and detailed in the Grantee's application proposal which is incorporated into this Grant Contract by reference.
- A.6. Installation and Distribution. The Grantee shall install permanent materials such as signs and labels, distribute mail communications, and execute the outreach activities described in Grantee's application proposal within forty-five (45) days of receiving materials or as detailed and approved in the Grantee's application proposal.
- A.7. Training and Communication. The Grantee shall provide an approved campaign messaging training (how to use and promote any new materials) to all solid waste and recycling employees that maintain regular communication and feedback channels with the public prior to distributing materials.
 - a. The Grantee shall train all staff implementing outreach effort on messaging, objectives of campaign, and expectations of promotional effort prior to launching messaging campaign.
 - b. The Grantee shall train new staff within six months of starting this related work assignment and record in training log noted in A.7.c.

- c. The Grantee shall maintain a training log of trained staff with name and date of training. The Grantee shall maintain this log during the term of this Grant Contract and present upon request by the State.
 - d. The Grantee shall train each staff member annually on the use of this education and outreach material from this Grant Contract during the term of the Grant Contract or until the materials are exhausted.
- A.8. Project Closeout. The Grantee shall implement project, compile and summarize results, and submit to the State within six months of campaign completion or by the end of this Grant Contract, whichever comes first. The Grantee shall submit to the State this final summary following completion of scope A.6. and A.7.
- a. The Grantee must implement or distribute materials developed under this campaign project for the duration of the Grant Contract or until materials are exhausted, whichever comes first.
 - b. The Grantee must clearly display, use and maintain at all identified sites materials from this project until identified end date, materials are exhausted, or contract period ends, whichever comes first.
- A.9. Outreach Efforts The Grantee shall maintain a record of direct mail messages, types, and dates sent, households reached, inventory of undistributed materials, locations of new or updated signage, and a measurement of the behavioral changes attained by the campaign such as reductions in material contamination and residual and increase in participating households or material tonnages. The Grantee must present record to the State upon request.
- A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the item listed at subsection b. below); and
 - b. the Grantee's grant application proposal.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on March 1, 2019 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Thousand Dollars (\$50,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
 Division of Solid Waste Management (Grants Administration)
 William R. Snodgrass Tennessee Tower, 14th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Division of Solid Waste Management.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal

agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State.

The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Loretta Harrington, Grant Program Manager
 Department of Environment and Conservation
 Materials Management
 William R. Snodgrass Tennessee Tower, 14th Floor
 Loretta.Harrington@tn.gov
 Telephone # 615-532-0086
 FAX # 615-532-0199

The Grantee:

The Honorable David Briley, Mayor
 Metropolitan Government Of Nashville And Davidson County
 1 Public Square, Ste 100,
 Nashville, TN 37201
 david.briley@nashville.gov
 Telephone # (615) 862-6365
 FAX # (615) 862-6040

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for

Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract

- is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E. 2. Non-Completion. If for any reason, the Grantee fails to materially comply with the provision of Sections A.2. through A.10. of this Grant Contract, the Grantee shall refund to the State up to 100% of funding.
- E. 3. Failure to Progress. If the granted project does not progress for a period of six (6) months and is determined by the State to be inactive, the State may initiate Termination for Convenience in accordance with Section D.3 of the contract. This contract defines inactivity as the Grantee failing to demonstrate effective project activity towards completion or meet project milestones during any six (6) month period of this contract.
- E. 4. The Grantee may request up to one extension in writing on any project milestone. The State may approve a revised timeline if a determination is made the project is still a viable project. The State shall provide approval in writing. The State's decision is final.
- E.5. Progress Reports. As required by Section D.17. herein, the Grantee shall submit Progress Activity Reports on a quarterly basis. These Progress Activities Reports shall at a minimum, contain Subcontracts, Renderings of Bid/Quote Tabs.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

THE HONORABLE DAVID BRILEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

SIGNATURE PAGE
FOR

GRANT NO. Tennessee Department of Environment and Conservation Education
and Outreach Grant Contract

IN WITNESS WHEREOF, the parties have by their duly authorized
representatives set their signatures.

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

Mark A. Sturt
Mark Sturtevant, Director
Public Works

3-5-19
Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Talla Lomax-O'dneal
Talla Lomax-O'dneal, Director
Department of Finance

3-12-19
Date

APPROVED AS TO RISK AND INSURANCE:

BCW
Director of Insurance

3/18/19
Date

APPROVED AS TO FORM AND
LEGALITY:

metri s/pe
Metropolitan Attorney

3/18/19
Date

ATTEST:

Metropolitan Clerk

Date

ATTACHMENT 1

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Public Relations Agency Services @ \$5,000.00	\$5,000.00
TOTAL	\$5,000.00

ATTACHMENT 2

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000000004

Is Metropolitan Government Of Nashville And Davidson County a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Government Of Nashville And Davidson County a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Application Type: Education and Outreach Grant

Purpose and Overview

Education and Outreach Grant Overview:

The Tennessee Department of Environment and Conservation's Division of Solid Waste Management (the Department) 2015-2025 Solid Waste and Materials Management Plan established a set of eight objectives to serve as a framework for solid waste and materials management programs and policies at state and local levels in Tennessee. Objective 6 of this plan describes the Department's effort to expand and focus education and outreach about proper recycling and materials management to Tennessee citizens. This grant will be used to help local governments produce outreach material needed to consistently promote waste reduction and recycling best practices for established solid waste programs. Through the Solid Waste Management Act of 1991, § 68-211-847, the Department is authorized to award matching grants for implementing the education program component of the plan from funds available in the solid waste management fund. The local share of the match shall be determined by the Department, using an economic index based upon factors which include, but are not limited to, per capita income and property values of the local government (see Budget and Attachments tab). Jurisdictions falling within the lower economic scale on the index shall be eligible for lower matching rates.

There are three priorities for this grant:

- Applicants that develop public/private or public/public partnerships
- Applicants that target an adult audience
- Applicants that use the suggested Recycling Partnership templates (see Narrative Questions tab) to aid in the implementation of a Statewide Recycling Brand Campaign

Purpose of the Grant

The Department acknowledges that there can be many effective approaches to consistently and regularly inform residents about their local recycling program. Education and Outreach grant funding is intended to promote your existing recycling and waste diversion programs, to increase the quantity of materials diverted from landfills, and to improve the quality of those materials. The primary purpose is to inform your residents what they can recycle, where they can recycle, and when they can recycle. Only after you have met these basic needs should you request funding for other purposes. The Recycling Education and Outreach Grant takes this into consideration by providing a tiered project recommendation system (below). If you operate a county convenience center or drop-off site, ensure that elements 1-4 have been achieved before focusing on other education and outreach program expansions. For curbside programs, the Department recommends ensuring achievement of element 5 before considering other program expansions. Where applicable, the Department recommends applying for projects along the following continuum to ensure that outreach efforts first utilize the strategies recommended by leading outreach agencies. The grant priority is to bring all programs up to at least

the levels described in elements 1-5 before funding other projects outlined in elements 6-9. See Narrative Questions tab for examples and templates of such projects.

Applicable Convenience Center/Drop-Off Priorities

1. Clear and effective safety signage for both residents and employees at each convenience center or drop-off site.
2. Clearly labeled collection containers for materials.
3. Clear, professional, and easily identifiable facility entrance signs at each convenience center or drop-off site, displaying each location's hours of operation.
4. A-Frame signage at each site (recommend at least 2-4 per site) displaying a targeted message to residents and providing physical barriers to aid in traffic flow.

Applicable Curbside Recycling Programs

5. Mailers, oops tags, scheduling magnets, informational stickers, and praise tags delivered on at least an annual basis intended to inform residents of desired changes or reinforce desired recycling behavior.

Potential Next Steps

6. Additional advertising to create a community culture of waste reduction and recycling (social media, truck signs, signs at stores and community buildings, utility bill stuffers, local newspaper advertisements, or other items that directly inform your residents).
7. An organized, well-advertised, and easily navigable website detailing recycling program policies and materials that are and are not accepted.
8. Community workshops, employee workshops, and local events to promote the recycling program.
9. Other education program expansions and partnerships with schools, non-profits, private entities, etc.

Education and Outreach Grant primarily supports the implementation of 2015-2025 Solid Waste and Materials Management Plan Objective 6. It is the Department's intent with this grant to support efforts of local governments, school districts, and non-profit entities toward consistent promotion of waste reduction, diversion, and recycling. Successful proposals will demonstrate how the projects will reach the largest audience or:

- Increase material tonnages (Objective 1)
- Increase recycling access and/or participation (Objective 2)
- Promote material processing and end use in Tennessee (Objective 3)
- Expand and focus education and outreach (Objective 6)

TDEC Sustainability Statement

The Tennessee Department of Environment and Conservation (TDEC) acknowledges that the products and services we procure have fundamental human health, environmental, and economic impacts, and that

purchasing decisions should exemplify our commitment to sustainability and to protecting the environment and the quality of life of Tennesseans. TDEC endeavors to reduce the environmental impacts of its operations and to promote fiscal responsibility and community and environmental stewardship by integrating sustainability considerations in sourcing processes while continuing to observe general state purchasing laws and procurement policies.

Timeline, Eligibility & Funding

Grant Timeline

Applications must be submitted in the TDEC Online Grants System on or before Monday, October 2, 2017, by 4:30 p.m. CDT. Applications received after 4:30 p.m. CDT on Monday, October 2, 2017 will not be accepted.

- July 2, 2018: Request for Applications Announced
- October 1, 2018: Deadline for application submittal, start processing applications
- October/November 2018: Rate, recommend and prepare contracts for grant awards
- January 2019: Announce awards and prepare grant contracts
- January 2019: Send grant offer to successful applicants
- February/March 2019: Mail fully executed grants
- June 2019: Target Submit Bid Package
- September/October 2019: Equipment shall be installed and made operational
- December 2019: All Reimbursement Requests Submitted
- February 2024: Grant Responsibilities Expire

Eligibility

Tennessee counties, cities, solid waste authorities, school districts, universities, and organizations which have been determined to be tax exempt nonprofit organizations by the Internal Revenue Service may apply for grants under T.C.A. § 68-211-825.

Furthermore, applicants previously awarded a grant of this type from the Solid Waste Management Fund in the last two years that are currently under contract with open balances or who have failed to meet the obligations of additional Division of Solid Waste Management grant contracts are ineligible.

Funding

The Department has budgeted a total of \$1,000,000 for Education and Outreach Grants. Applicants may request up to \$50,000 for a proposed project. Please see the Education and Outreach Budget Worksheet (see Budget and Attachments tab) for specific funding guidance per capita. A match of 10-50% is required as indicated in Education and Outreach Grant Match Requirement (see Budget and Attachments tab). In-kind contributions will not be considered.

Grant awards will be made based on the estimates included in the grant application and will not be increased. It is important that applicants research the strategies and materials in which they plan to invest to obtain accurate price information prior to submitting their application. Only materials identified in the application will be funded.

Selection Criteria

Selection Criteria

Applications will first be reviewed for completeness. Upon receipt of a complete application, the Technical Narrative will be evaluated and scored by a team of raters (3 or more) using the Scoring Rubric provided below. Weighted scores for each question will be assigned by each rater. The minimum average score for funding is 70 points. Applicants receiving the highest average score will be recommended for funding to the extent that funding is available. Final consideration may also be given to projects that provide a service to an underserved area or demographic, are distributed geographically, may be replicated statewide, and reach a broader, more long-term audience.

All applications will be scored based on the following criteria and weightings:

- Project Description (40 points)
- Program Benefits (30 points)
- Sustainability and Funding (20 points)
- Establishment of Priority (10 points)

For scoring details:

[Download Scoring Rubric](#)

Resources and Contact

For Reference:

[2015-2025 Solid Waste and Materials Management Plan](#)

[About Education and Outreach Grants](#)

Sample Scope of Services

Note: Scopes of Services may be changed at the time of contract execution to better align with project outcomes. This is provided to convey project implementation and outcome expectations.

[Download Scope of Services](#)

Frequently Asked Questions

[Download FAQs](#)

Program Contact:

To insure consistency and fairness, the persons named below shall be the sole points of contact throughout the application and award process. All communications, concerning this application and award process must be addressed to:

Tennessee Department of Environment and Conservation
Division of Solid Waste Management
Materials Management Program
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 14th Floor
Nashville, TN 37243

General and Administrative Questions:

Loretta Harrington, Grant Program Manager
(615) 532-0086
Loretta.Harrington@tn.gov

Technical Questions:

Shannon Jones
(615) 532-9429
Shannon.A.Jones@tn.gov

Title VI Survey

Note: The Tennessee Department of Environment and Conservation (TDEC) is a recipient of Federal financial assistance. Recipients are required to comply with various nondiscrimination laws and regulations, the focal point of which is Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 bars discrimination against anyone in the United States because of race, color, or national origin by any agency receiving Federal funds. Additionally, the Civil Rights Restoration Act of 1987 defined “program” to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives Federal financial assistance. Thus, TDEC sub-recipients are required to comply with Title VI and related nondiscrimination laws and regulations.

The following racial data is being collected for compliance with Title VI of the Civil Rights Act of 1964 and will be used in accordance with applicable federal law. This form must be completed and returned to the TDEC program that administers your grant so that your compliance efforts can be reviewed.

1. Download and complete the Title VI Pre-Audit Survey. Once complete, upload the form and required attachments below. Resource links are available on the form.

If you are submitting multiple applications in this grant round, you need only download the form one time. You will need to upload the completed form for each application.

[Download Title VI Pre-Audit Survey Form](#)

2. Upload completed Title VI Pre-Audit Survey:

PublicWorksTitleVI_Certification.pdf

1,254 KB - 09/24/2018 3:24pm

Total Files: 1

3. Upload the following:

- (a) Non-Discrimination Policy**
- (b) Limited English Proficiency (LEP) Plan**
- (c) Copy of your Title VI training program**
- (d) Copy of your agency's procedures on reviewing Title VI complaints**

Sample Title VI Policies

Acknowledgement

I understand that the elements of Title VI compliance referenced in this survey satisfy the minimum requirements for Title VI compliance for eligibility of federal financial assistance. I certify that our agency has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own. I understand that our agency's eligibility for federal funding is contingent upon satisfaction of and adherence to these compliance requirements by our agency, any contractor or subcontractor associated with this project, I understand that if our agency is awarded a grant by TDEC, I will need to show evidence of completion of Title VI training when requested by the TDEC grant-administering program.

General Information

Organization Profile

Organization: Metropolitan Government of Nashville and Davidson County

Type:

Primary Contact:

Address: 100 Metro Courthouse, Nashville, TN 37201

Address Two:

Email: megan.barry@nashville.gov

Phone: (615) 862-6000

Fax:

Website:

Application completed by

Name: Kelly Tipler

Personal Address: 750 s. 5th Street,, Nashville, TN 37206

Personal Address Two:

Personal Email: kelly.tipler@nashville.gov

Personal Phone: 6154385538

Personal Fax:

Are you a 501(c)(3) Chartered Organization?

No

FEIN

620694743

Please specify which county the project will be located:

Davidson

Project Contact

If funded, this is the individual responsible for administering the grant.

Name: Kelly Tipler

Phone: 6154385538

Email: kelly.tipler@nashville.gov

Fax:

Mailing Address: 750 South Fifth Street

City: Nashville

State: TN

9 Digit Zip: 37206

Narrative Questions

I. Project Description (40 points)

1. Describe your current education and outreach approach. How do you currently inform residents about proper utilization of your recycling program and where are the gaps in informing residents what, where, and when they can recycle?

Currently we educate in schools, at neighborhood group meetings and at community festivals. We partner with a local non-profit, Turnip Green Creative Reuse, to deliver educational programming regarding our once per month curbside recycling program. We offer two types of programs:

- Curby's Recycling Roadshow - interactive presentation for classes or groups on how to reduce, reuse and recycle.
- Visit the Recycling Education Station program at the local MRF (Material Recovery Facility). Participants learn about how to reduce, reuse and recycle.

They see what happens to their recyclables when they put them in their residential recycling cart or take them to a recycling drop-off site.

We continue to have gaps in reaching the broader residents in Nashville, especially those hard to reach through schools, community gatherings or meetings. We also continue to struggle with very little funding or capacity to support education about recycling. There has been a lack of consistent education in our program since its conception. The lack of information and consistent education has resulted in residents not understanding how to properly recycle and it led to contamination.

2. Describe the proposed project and need. What is your goal or expected outcome with this project and what is the primary message you intend to convey? If the requested material is intended to improve outreach and education at convenience centers or drop-off sites, also provide site layouts for locations of desired new signage. Also complete the timeline of grant deliverables below to be incorporated into your contract Scopes of Service (see Resources and Contact tab). You may insert other more specific milestones, if needed. Please submit a planned timeline of project deliverables from the execution of your grant to the implementation of your project.

As we move forward in our Solid Waste Master Plan, we will be implementing every other week recycling. It will take even more education to the community to get the word out. This project will focus on getting the word out to hard to reach residents through a broader public relations campaign. We will work with our contracted PR firm to get the word to reach residents that would not normally get to community gatherings or would be isolated. In tandem with getting the word out about every other week recycling we will fight contamination by using tools that the Recycling Partnership has developed. We will implement a full campaign, including information cards, letters after truck audits, oops tags after foot audits, and cart stickers. We expect recycling tonnage to increase and contamination to go down.

3. How will you quantitatively measure success and change in public behavior toward achieving the project goal? How will this project improve upon your current education and outreach strategy or address the gaps identified in Question 1?

We will measure the effect of our project by tracking tonnage from the time we begin until the time the grant timeline is exhausted. We expect a greater amount of recycling (over 114,000 tons) with more frequent use of the recycling pick-up and a lower contamination rate because residents will know how to recycling correctly, (30%). The PR campaign will help us reach those that are unlikely to receive our current education method through face-to-face education and outreach. We will implement social media, next door outreach, billboards, and press releases to generate news coverage. We expect those that aren't getting to our programs will be consuming social media, television and/or radio. Using the Recycling Partnership strategy for rolling out increased frequency, coupled with our additional education we started with our previous grant, "Re-education on Recycling," we expect that contamination will go down because people will begin to start recycling correctly more often and those new to recycling will have the proper education from the beginning.

4. How will you prevent waste and use sustainable materials in the production and dispersal of education and outreach materials?

Using social media and PR, we expect there to be not material waste. We intend to use digital billboards instead of banner style. Any printing we do for mailers will have a note to "please recycle" notation. We use durable stickers on our older carts that do not need replacing, and have had the sticker image permanently imbedded in the new carts we've ordered.

5. Please estimate the cumulative number of households your project will reach. What will be the frequency of exposure to your campaign or message? Who are the targeted demographics for your outreach effort (be specific)?

135,000 households. We will be doing widespread campaigning to educate the Nashville community about every other week recycling. We will use mailers including letters and postcards. We will be running the PR campaign at the same time, intending to get the message to the community on an at least weekly basis for the first two months.

6. Prepare a narrative that justifies the proposed materials or services benefit the local program and project goal. Include key benefits that support the 2025 Plan Objectives, such as: Increase material tonnages (Objective 1), Increase recycling access and/or participation (Objective 2), Promote material processing and end use in Tennessee (Objective 3), Expand and focus education and outreach (Objective 6)

Implementing a full campaign, including postcards, letters, oops tags, and cart stickers will allow us to fully reach and educate the community. We expect increased knowledge to directly correlate with increased households recycling and tonnage to increase and contamination to go down. We will concentrate on areas of need when implementing our strategy with the intention of starting a conversation within the micro-community about recycling. We envision this two pronged strategy coupled with grass roots outreach to be very effective in educating and encouraging people to start recycling or order more carts for materials. We also expect that many will be diverting appropriate material from the trash to Curby carts (objective 2). We anticipate these behavior changes to increase recycling tonnage (objective 1). Beyond stickers and with the other parts of this project that don't require additional funding, our PR campaign will naturally fill the need of reaching more isolated adults, as well as the entire general services district area (objective 6).

2015-2025 Solid Waste and Materials Management Plan

7. How will your organization sustain the chosen public outreach effort beyond the funding of this grant?

We have proposed funds in the budget to support an every other week program after its launch. We expect that it will continue going forward. We also will continue to work with our contracted partners: Waste Management, Turnip Green Creative Reuse, and the Compost Company to help support our zero waste efforts. We expect they will continue to provide support either monetarily, in-kind or both. We also have started an intern program that is just getting off the ground and we expect greater capacity to provide education as that program matures.

8. Is the local match and additional local share included in the applicable agency budget?

Yes

If yes, provide a copy of the budget.

IV. Establishment of Priority – 10 points

9. Identify any formal partners (with written agreements). Select all that apply.

Public Sector/Local Government, Private Sector, Nonprofit

Upload written agreements.

Pages_from_Waste_Management_Recycling_Processing_Contract_FINAL_pdf_-_Adobe_Acrobat_Pro.pdf

745 KB - 09/24/2018 1:40pm

Total Files: 1

For each of the partners checked above, list their name and their role in the proposed project. If not applicable, specify N/A.

Waste Management - match funds from our education dollars in our contract

Turnip Green Creative Reuse - education partners

TDOT - match funds from the Litter Grant

10. Is this project utilizing the templates provided in the Outreach Material Templates provided below? If yes, please indicate which templates you intend to use. (Please identify items as A-I as referenced in the templates)

Yes, we intend to use D, E, F, G and are already using C3. We are also using cart stickers based on the template for the mailer cards (E).

[Download Outreach Material Templates](#)

Budget and Attachments

Funding Conditions

Applicants shall be prepared to proceed with the project as soon as a fully executed grant is received. Local funding for costs in excess of the grant award shall be approved and available upon receipt of a fully executed grant to avoid unnecessary delays.

The local match shall be determined by the Department, using an economic index based upon factors which include, but are not limited to, per capita income and property values of the county applicant. Reimbursement may not exceed 50% of the approved total eligible project costs. A match of 10-50% is required as indicated in Education and Outreach Grant Match Requirement (See Match Requirements below). In-kind contributions will not be considered.

- Matching funds are required at the time of purchase.
- In-kind contributions will not be considered.

It is important that applicants research materials or programming needed to submit accurate price quotes with their application. Grant awards will be made based on the estimates included in the grant application.

The Department's intent with this grant offer is to promote environmentally preferable purchasing in support of the 2015-2025 Solid Waste and Materials Management Plan, Objective 3, by requiring purchased project materials to be made with recycled content when available and by only producing materials that can be used sustainably. Printed materials must be produced on mediums made from recycled content and must be labeled as such.

Promotional giveaways will only be funded if they are a part of a cohesive public education program and the local government already has each of the minimum suggested materials and measures in place. Other items will only be considered if they are part of a specific program and their use is justified in the Education and Outreach Technical Narrative Questions tab of the application. The Department is especially interested in avoiding giveaway items that quickly increase the flow of solid waste.

Grant awards will be made based on the estimates included in the grant application and will not be increased. It is important that applicants research the strategies and materials in which they plan to invest to obtain accurate price information prior to submitting their application. Only materials identified in the application will be funded. All educational/promotional materials must be pre-approved by the Department before being ordered, printed, and published, etc. Items that will **NOT** be funded include but are not limited to:

- Yo-yos
- Toys
- Zipper Pulls
- Pens/Pencils
- Frisbees
- Kitchen Utensils
- Stickers
- Crayons
- Litterbags
- Temporary Tattoos
- Tote Bags
- Slinkies
- Key Chains
- Hand Fans
- Letter Openers

Budget Resource

Budget Resource Acknowledgement

I have downloaded and read the Budget Resource to assist in completing the budget worksheet.

Budget Worksheet

Policy 03 Object Line-item reference	Expense Object Line-item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	50%			
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$5,000.00	\$5,000.00	\$10,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$45,000.00	\$45,000.00	\$90,000.00
11, 12	Travel, Conferences and Meetings	\$0.00	\$0.00	\$0.00
13	Interest (2)	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation (2)	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (2)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (2)	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	Grant Total	\$50,000.00	\$50,000.00	\$100,000.00

Additional comments regarding the budget:

Education and Outreach Worksheet

Eligible Projects	Please Specify	Priority Order	Quantity	Location
New or Updated Facility Entrance Signs			0	
New or Updated Collection Container Labels			0	
New or Updated Safety Signage			0	
A-Frame signs (recommended 2-4 per site)			0	
Mailers/cart tags/fliers		1	0	
Paid Ads (trucks or bus signs and wraps, banners, billboards, etc.)		4	0	
Social Media Campaigns		3	0	
Public Access Television Communications			0	
Special Events			0	
Newspaper, Magazine, or Print Communications			0	
Radio Advertising			0	
Community or Staff Workshops			0	
Educational Booth/Kiosk Purchase or Update			0	
Professional Services (including graphic designers, advertising agencies, web developers, etc.)		2	0	
Other	Specify:		0	

Outreach Materials Attachments:

If you plan to use your own design for signage and printed materials, provide concepts of each outreach material.

Other Attachments (optional):

Attach other documents related to the grant proposal or equipment request, optional.

Certification

Authorized Representative Acknowledgement

Printed Name: Sharon Smith

Title: Assistant Director

Phone: 615-862-8715

Signature: 

Date Signed: 9/24/18

Email: sharon.smith@nashville.gov